

Chainsaw Repair Service “D” Provisions #129J6118Q7008

Effective 05/24/2018 – 05/24/2021

D.1 -- SCOPE OF AGREEMENT

The intent of this solicitation and any resultant Agreement is to obtain generic resources as identified in D.2 for use on a local, regional and nationwide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, personnel necessary to meet or exceed the Agreement specifications. The resources may be used in the protection of lands, to include but not be limited to, fire suppression and all-hazard incidents. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement.

D.2 -- EQUIPMENT REQUIREMENTS

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D.2.1 -- CONTRACTOR PROVIDED EQUIPMENT.

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Mobile Chainsaw Repair Unit shall meet all standards established by specification or incorporated by reference and shall be maintained in good repair by the Contractor.

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D.2.1.1 -- Minimum Equipment Requirements.

1. Fully self-contained unit (i.e. trailer). Must provide sufficient size and protective covering to successfully perform all duties, in all types of adverse conditions and inclement weather
2. AC power source (i.e. generator, quite type) that is adequate to provide sufficient power for all onboard and external systems (with a decibel rating no greater than 68 at 50 feet).
 - a. Extension cords
 - b. Spyder box (if needed)
3. All necessary fuel (the Contractor is authorized to purchase fuel from the fuel vendor if provided at the incident, fuel vendors will be required to accept credit cards.
4. Provide adequate covered customer service area, with a minimum of (2) 6 ft. folding tables or

equivalent

5. Lighting: Sufficient to provide light in all entrance ways, work areas, including customer service area(s)
6. Self-contained parts cleaner: If applicable, reference preferred Biobased Products (D.2.1.3)
7. Air Compressor, with air tools and attachments
8. Chain Breaker Tool (bench mounted)
9. Chain Rivet Spinner
10. Chain: 1,000 feet. Chain must be compatible with STIHL and Husqvarna
11. Parts Inventory: Must maintain sufficient amounts of commonly used inventory - chainsaw / portable pump parts, and accessories, which will meet incidents needs.
12. Chain Grinder(s): Electric
13. Tools: Appropriate chainsaw and portable pump repair tools
14. Maintain an on-going (daily) tracking log of equipment serviced. Documentation sheets will include: name of the individual requesting service, the name of the resource, type of resource (i.e. crew, engine, faller module), resource order number, and brief description of work to be done, and signature block. If equipment is being dropped off, also include: date and time of drop off, serial number or other equipment I.D. for each piece of equipment being dropped off, and date and time of pick up. Contractor shall provide their own tracking log, but, if required by the Government, shall use Government provided forms.
15. Provide a receipt to customers at time of equipment drop off.
16. Ability to order parts on-site, from an off-site provider
17. Normal repairs will be accomplished within 24 hours
18. If optional supply items such as bar oil or 2 cycle engine oil are not available through Incident Supply or Buying Team purchases, these items can be negotiated at the incident by the Host Contracting utilizing this Incident Blanket Purchase Agreement (IBPA). (Parts and labor costs are noted below.)
19. Ability to accept credit cards from other contracted vendors for on-site purchasing of inventory parts needed for repairs of equipment to any contracted vendor resources assigned to the Incident. The Government will charge back a labor fee to any contracted vendor requesting repairs

and/or services. The repair labor rate is discussed under provision D.21.3, Repairs (currently \$90.00/hour).

20. Maintain itemized invoicing records for all parts and labor cost associated with contracted resources needing repaired and/or serviced. The invoices must include the name of the individual requesting service, the name of the contracted resource, type of resource (i.e. crew, engine, faller module), resource order number, and brief description of work that was completed. Include repair time and an itemized parts list and cost for each part, based on local retail cost, for invoice reconciliation. Invoices shall be approved and signed off by the resource's Incident Supervisor (e.g. Supply Unit Leader) and turned into Finance daily (or other time agreed to by the Government) for invoice reconciliation.

21. Maintain invoicing and payment records for all parts and accessories that were provided for the repair of Agency/Government equipment in support of the current incident. These parts will be compensated under this agreement's Incident Use Invoice (e.g. commercial invoice or OF-286). Records must include an itemized list of all part(s) and accessory(s) provided, and an itemized pricing list for each part provided, based on local retail cost for each part. Records shall be approved and signed off by the resource's Incident Supervisor (e.g. Supply Unit Leader) and turned into Finance daily (or other time agreed to by the Government) for invoice reconciliation.

22. Reconcile all invoices on a daily basis (or other time agreed to by the Government) with Finance or other authorized government representative.

23. Be open daily for receipt, pickup, and repair of equipment during peak service times as directed by the Supply Unit Leader. Peak service times generally are from 0530-0900 and 1800-2200.

Established hours during shift which are outside of peak service times, are intended for; servicing of resources, inventory management and/or reconciling paperwork. Supporting incident personnel and equipment repair shall be set as the priority of the assigned work shift and coordinated with the Supply Unit Leader.

24. Additional Requirements:

a. Vendor(s) are not required to complete RT-130 (Annual Fire Line Safety Awareness Training) as this job is performed in camp.

b. Standard method of hire: Daily rate is based on the common day shift or night shift assignment, actual hours worked are assigned by incident supervisor and or Logistics Section Chief and not to exceed a 16 hour shift. The base Daily rate includes operated equipment, one operator, delivery, pickup, servicing, and any transportation costs/mileage. Split shifts may apply in order to meet varying needs of the incident and vendor needs.

1) If incident managers deem additional support (another operator) is essential to meet the needs of the incident, the Supply Unit Leader and Logistics Section Chief may document and order the need for a second mechanic. The request for additional mechanic must be in writing and approved by the Resource's Incident Supervisor, such as the Supply Unit Leader, and also the Logistics Section Chief. All hours worked by either mechanic shall comply with 2:1 work/rest guidelines.

2) When incident managers determine an additional mechanic is needed to support the needs of the incident, the additional mechanic will be paid at 50% of the daily rate.

D.2.1.1(a) -- Contractor Provided Personal Protective Equipment.

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(a) Personal Protective Equipment (PPE). Contractor shall be responsible for ensuring all personnel arrive at the incident with the proper Personal Protective Equipment as prescribed in the agreement. Contractor shall be responsible for ensuring the PPE is operable and maintained in good repair throughout the duration of any assignment. Personal Protective Clothing will be maintained in good repair, and be cleaned at sufficient intervals to preclude unsafe working conditions. Contractor shall be responsible for ensuring that all personnel arrive with the following PPE:

(1) BOOTS: All Leather uppers, lace-up type, minimum of 8 inches high with lug type sole in good condition (steel toed boots are not acceptable).

(2) HARD HAT: Hardhat meeting NFPA Standard 1977 is required.

(3) GLOVES: One pair of heavy-duty leather per person.

(4) EYE PROTECTION: One pair (meets standards ANSI Z87, latest edition).

(5) HEARING PROTECTION: Use hearing protection whenever sound levels exceed 85 dB.

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D.2.1.1.1 -- Optional Items.

None.

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D.2.1.1.2 -- FAR 52.217-3 Evaluation Exclusive Of Options (APR 1984).

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The Government will evaluate offers for award purposes by including only the price for the basic requirement; i.e., options will not be included in the evaluation for award purposes.

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D.2.2 -- VEHICLE LICENSING REQUIREMENTS.

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(a) All vehicles and equipment offered and under hire on this Agreement shall contain a fire extinguisher, multi-purpose 2A 10BC, that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag.

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D.2.2.1 -- Licensed Units. All Units offered and used under this Agreement shall be licensed and legally operable on all roads. All Units with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds and greater shall have: a) annual USDOT certified vehicle inspection; or b) Commercial Vehicle Safety Alliance Inspection. (49 CFR 396.23)

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D.2.2.3 -- TRANSPORTATION.

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(a) All vehicles offered and under hire on this Agreement shall be licensed and legally operable on all roads. All vehicles with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds and greater shall have: a) annual USDOT certified vehicle inspection; or b) current Commercial Vehicle Safety Alliance Inspection. (49 CFR 396.23)

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(b) All vehicles shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways, or in terrain described in

this solicitation. All vehicles under this Agreement shall be able to be legally driven on highways under their own power and be able to travel at a minimum of 50 miles an hour.

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(c) Operators of any motor vehicle having a GVWR of 26,001 pounds or greater shall meet all federal and state Commercial Driver's License (CDL) requirements and other endorsements as required for the state in which operator is licensed. Operators of any motor vehicle having a GVWR of 10,001 pounds and greater shall have a current medical card.

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(d) Brakes on all axles. All vehicles 36,000 GVWR or greater shall be installed with an operatorcontrolled auxiliary braking system in addition to the service brakes (i.e., engine retarder, transmission retarder, driveline retarder, or exhaust retarder).

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(e) Backup Alarm. All vehicles under hire on this Agreement shall include an electric or electronic backup alarm that meets the Type D (87 decibels, dBA) requirements of SAE J994.

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D.2.2.1 -- Tire Requirements. Tires shall have load ratings in accordance with the vehicle Gross Vehicle Weight Ratings (GVWR). All tires on the vehicles, which include the spare tire, if required, shall have sound sidewalls, body and tire tread depth of a minimum of 4/32 for rear tires and 4/32 for steering axle tires. All wheel drive vehicles shall have all season or mud and snow tire tread on all wheels.

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D.2.2.1.1 -- Spare Tire. All vehicles shall have a full size wheel mounted spare tire with minimum of 4/32 tread. The spare tire shall be easily accessible.

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D.2.2.2 -- Prohibited Marking. Federal regulations prohibit the use of official agency shields or markings on private vehicles or property.

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D.2.2.3 -- Biobased Products. This procurement requires the use of biobased products to the extent that such products are reasonably available, meet agency or relevant industry performance

standards, and are reasonably priced. Where available, these products should first be acquired from among qualified products that fall under the umbrella of items designated through the Federal Biobased Products Preferred Procurement Program (FB4P). Information is available at: <http://www.biopREFERRED.gov/>.

D.3 -- PERSONNEL REQUIREMENTS

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(a) All Contractor personnel shall comply with Exhibit F, Safety Standards. Contractors shall comply with the Fair Labor Standards Act when employing persons under 18 years of age (Ref. 29 CFR 570).

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(b) Minimum Age for Firefighting Resources. Persons under 18 years of age shall not perform hazardous or arduous duties during wildland fire management operations, including execution of prescribed burns.

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(c) Contract resources must abide by the terms and position requirements of the respective agreement they are hired under.

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D.3.1 -- [RESERVED]

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D.3.2 -- ENGLISH SPEAKING REQUIREMENT.

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Communications between Contractor crew personnel and Government incident personnel is mandatory for safe and effective performance. Contractor's representative shall be able to proficiently communicate in English, in the language of the crew, and read and communicate the Incident Action Plan, Safety Alerts, etc. All radio communication on Government-assigned frequencies shall be in English.

D.4 -- EQUIPMENT RELIABILITY

(a) The Contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment.

(b) The Government reserves the right to conduct inspections at any time.

D.5 -- AVAILABILITY

If the Host Dispatch Zone or Geographic Area requires it, the Contractor is responsible for maintaining their current status by informing their host dispatch center of their availability, or if available, self-status in the Resource Ordering Status System (ROSS). When contract resources are unavailable, the resources will not be eligible for dispatch under the Agreement.

D.5.1 -- HOST DISPATCH CENTER SELECTION. (applicable to all agreements except those with designated single GACC ordering procedures)

Regional and local awards may not be made to vendors designating equipment City and State location more than 450 miles away from their selected Dispatch Center.

D.6 -- ORDERING PROTOCOL FOR RESOURCES.

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(a) This Agreement does not preclude the Government from using any Agency or Agency Cooperator owned resources before equipment is mobilized under this Agreement.

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(b) The Contractor shall restrict calls to the host dispatch center. Dispatchers will not provide information, such as when or if a Contractor will be called for an assignment or status of other contractors.

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D.6.1 -- DISPATCH PRIORITY.

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(a) Each host dispatch center will give dispatch priority to the resource offering the greatest advantage (See D.6.2) before all other private resources not under Agreement with the following exceptions:

(1) For initial attack, dispatchers will follow the closest forces concept and utilize locally available resources according to agency and incident needs. The priority dispatch ranking may not be used during initial attack and Contractor resources may or may not be used.

(2) Tribal preference policy established within reservation jurisdiction.

(3) Government normally will dispatch resources in accordance with this protocol; however, the

number of fire orders in process and actual fire conditions at the time of dispatch may require a deviation from normal procedures in order to respond effectively to such conditions. Any such deviation will be within the discretion of Government, and will not be deemed a violation of any term or condition of this Agreement.

(4) The government reserves the right to utilize other (unoperated or non-mobile) commercial facilities.

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(b) Upon receipt of a resource order by a host dispatch center, Government Dispatchers will not hold the Contractor resources in reserve as a contingency force in a non pay status when that resource is available.

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D.6.2 -- RANKING OF AWARDED RESOURCES FOR DISPATCH PRIORITY.

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(a) All resources will be evaluated and agreements will be awarded in accordance with B.3.

Resources on an awarded Agreement will be ranked on a dispatch priority list by Geographic Area Coordination Center - Northern Operations (CA-ONCC) and Southern Operations (CA-OSCC). As described in B.6, socioeconomic status advantage will be given to those small business concerns identified in Block 10 of the SF-1449.

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(b) In addition to the award evaluation factors in B.3, criteria have been developed for some categories of equipment to assess the advantages for dispatch priority. If no additional criteria are identified, lowest price awarded resources will be ranked highest on the dispatch list.

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(c) Within each small business program category, priority will be given according to the price offered for the type of resource. The price will be based on the daily rate offered, with the lowest price being ranked highest on the dispatch list.

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D.6.2.1 -- Tied Prices/CBA Scores. The following methodology will be used to break ties that result when determining the ranking for the dispatch priority list. Preference will be given to those small

businesses that are also labor surplus area (LSA) concerns. Any ties remaining among LSA concerns will be resolved using programmatically driven random ranking within the VIPR system. This functionality will also be used to resolve any ties that occur among non-LSA concerns.

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D.6.3 -- ORDERING PROCEDURES FOR RESOURCES.

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D.6.3.1 -- Following Agreement award, each host dispatch center will have an established dispatch priority list showing the resources located within the selection made at D.6.2. The Government intends to dispatch contractor resources based on this priority ranking for other than initial attack.

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D.6.3.2 -- If all contractor resources on the dispatch priority list are depleted within the selection made at D.6.2, orders will be placed utilizing established dispatch procedures.

D.6.4 -- INFORMATION REQUIRED WHEN PLACING ORDERS.

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D.6.4.1 -- Information Provided to the Contractor.

(a) At the time of acceptance of the assignment, the following information will be given to the Contractor:

(1) Resource Order Number.

(2) Incident Order Number and Name of Incident.

(3) Date and time to report to incident.

(4) Descriptive location of the designated site where the Contractor shall meet a Government representative. A map, if available.

(5) Incident contact phone number for further information.

(6) Fire Code/Funding Code

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(b) Prior to departing for the incident, the Contractor shall provide to dispatch the complete name of each person dispatched with the contractor equipment, and the ETD and ETA from point of dispatch.

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(c) Dispatch offices may use a FAX or email to provide a hard copy of the resource order to the Contractor.

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D.6.5 -- DISPATCHING PROCEDURES.

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D.6.5.1 -- When receiving a dispatch call, the Contractor shall confirm their availability and ability to meet specified timeframes. If the Contractor cannot be reached or is not able to meet the time and date needed, the dispatcher may proceed with contacting the next resource on the dispatch priority list. Contractor shall check in at the assignment at the time agreed upon when dispatched.

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D.6.5.2 -- The Government will estimate the travel time to and from the incident. Travel time via ground transportation shall be calculated by dividing distance (from point of hire to incident, or incident to incident or incident to point of hire) by average travel speed of 45 mph, plus applicable rest time.

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D.6.5.3 -- At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident.

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D.6.5.4 -- The vendor will be paid for travel to and from the incident from the equipment City and State they designated in their offer. Vendor must meet date and time needed.

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D.6.6 -- EMERGENCY INCIDENT DRIVING.

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The Contractor shall follow the driving regulations and work/rest guidelines listed in the Interagency Incident Business Management Handbook (IIBMH) (FSH 5109.34). Reference D.21.8.1.2. The Contractor is responsible for complying with all other current Federal, State and Local driving regulations.

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D.6.7 -- WORK/REST, LENGTH OF ASSIGNMENTS, AND CREW CHANGE OUT.

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(a) Work/rest and length of assignment guidelines are in place to ensure the health and safety of employees. Contractors shall ensure that their personnel adhere to the work/rest guidelines (minimum 2:1 work to rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest within a 24 hour period)). Hours worked that exceed 16 hours in a 24-hour period must be approved by the IC or Agency Administrator. Documentation shall include mitigation measures used to reduce fatigue.

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(b) To mitigate exceeding length of assignment guidelines and manage the days of rest, the Government has the option to:

(1) Request the Contractor to provide replacement personnel. Replacement personnel are subject to the work/rest and length of assignment guidelines and must arrive at the incident fully rested.

The Government will not pay transportation cost for replacement personnel.

(2) Release resources after a 14-day assignment or follow length of assignment extension guidelines as stated in Interagency Incident Business Management Handbook.

(3) With the Governments agreement, the contractor may choose to have their personnel remain at the incident base camp and not be placed on shift to allow proper rest. The time is not compensable when the Contractor is off shift in compliance with the length of assignment provisions. Refer to D.21.8.3(d).

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D.6.8 -- DEMOBILIZATION.

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The Incident Commander will determine the priority of demobilization.

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D.6.9 -- RELEASE.

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Once released to the host dispatch center, the Contractor shall not accept new resource orders directly, nor seek out reassignments. Any new orders will originate from the host dispatch center.

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D.7 -- PROPERTY

D.7.1 -- ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS.

(a) Accountable and durable property will not be loaned or exchanged at the incident. The Contractor shall arrive at the incident fully outfitted and prepared to perform under the terms of the agreement. If the resource, upon arrival at the incident or during the course of the incident does not have the required equipment or personal protective equipment, it will be considered noncompliant. The Contractor may be given 24 hours or a timeframe designated by a Government representative to bring the resource into compliance. (Refer to D.17, Incident Pre-Use Inspection and D.18, Noncompliance after Acceptance at Incident).

(b) Contractor will be charged for Consumable Goods supplied by the Government and used by the resource while Under Hire. The cost of all Consumable Goods, with the exception of those specifically listed below, shall be deducted from payment to the Contractor. At the Government's discretion, the Government may provide the following incidental consumable goods at no cost, if available: one-quart plastic canteens, plastic sheeting, replacement radio batteries and replacement headlamp batteries, as required while under hire.

D.8 -- INFORMATION TO BE PROVIDED BY CONTRACTOR AT CHECK-IN

The Contractor shall have one complete copy of their most current agreement in their possession at all times.

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The Contractor shall arrive at the incident with one copy of the complete Agreement and retain one copy in their possession at all times.

D.9 -- LAUNDRY SERVICE

If the Government provides a laundry service at the incident base camp, the Contractor may utilize the service at no cost.

D.10 -- CAMPSITE

A campsite may be provided. The Contractor shall provide sleeping equipment such as tents or shelters, sleeping bags, etc. If the Government cannot provide a campsite, an overnight allowance may be authorized. (See D.21.5 Remain Overnight Allowance (RON)).

D.11 -- COMMISSARY

When authorized in writing by the Contractor, the Contractor's employees shall be permitted to use the commissary when one is available. Refer to D.21.8.3(e).

D.12 -- TIMEKEEPING

Refer to D.21.9.2

D.13 -- CONTRACTOR'S REPRESENTATIVE

Unless otherwise designated, the operator(s) shall be considered the Contractor's Representative for this Agreement.

D.14 -- FIRST AID, MEDICAL COVERAGE AND EMERGENCY EVACUATIONS

D.14.1 -- FIRST AID RESPONSIBILITY.

The contractor is financially responsible for employee medical expenses and coverage. The Government may provide first aid at the incident at no charge to the contractor. Any other medical expenses incurred will be the responsibility of the contractor. If contractor personnel become ill or are injured and incident transportation is not available, the Government may evacuate or transport the injured/ill person(s) to a medical facility/hospital utilizing a commercial source (e.g. ambulance or air transport such as Lifeflight). Commercial transport costs will be the responsibility of the Contractor.

D.14.2 -- MEDICAL INSURANCE.

Contractor shall provide the operator(s) with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured/ill person(s) when the medical need arises.

D.15 -- VEHICLE CLEANING FOR NOXIOUS WEED CONTROL

The resource shall arrive at the incident or designated inspection point washed and free of noxious weed seeds. Equipment with frames and cross-members will be inspected and all debris collecting areas including belly pans, guards and coverings must be washed to alleviate the spread of noxious weed seeds and to protect against grease and oil soaked residues catching on fire in belly pans and skid plates. Heavy equipment operators shall manually clean tracks and belly pans before leaving project site on all heavy equipment. While at the incident, the Government will normally provide cleaning facilities. If the Government requires use of

commercial facilities, the Government will reimburse the Contractor for these costs based on written receipts.

D.16 -- PRE-SEASON INSPECTIONS

Pre-Season Inspections will NOT be done.

D.17 -- INCIDENT PRE-USE INSPECTION

(a) All resources furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in safe and operable condition.

Prior to incident use or anytime the resource is under hire, the Government will perform inspections.

(b) If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by Government representatives to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the resource was not available. Upon rejection, resource will be removed from the dispatch priority list until such time that the resource is brought into compliance and re-inspected at the governments convenience. Repeated failures at the pre-use incident inspection may be grounds for cancellation of the Agreement.

D.17.1 -- INSPECTION REPORTS. Copies of the incident inspection reports and related documentation shall be distributed as follows:

(a) The original shall remain with the fire documents on Host Unit.

(b) A copy of the inspection shall be given to the Contractor and/or the Contractors Representative.

(c) A duplicate copy shall be forwarded to the CO for all non-compliant resources.

D.18 -- NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT

If the resource is released due to noncompliance, documentation shall be immediately forwarded, by the Incident Management Team to the Contracting Officer; and the resource will be removed from the dispatch priority list until such time that the resource is brought into compliance and reinspected

at the governments convenience (See D.21.8.3(c)). Repeated notices of

noncompliance may be grounds for cancellation of the Agreement.

D.19 -- WORKMANSHIP

(a) All work under this Agreement shall be performed in a safe manner to a professional standard.

The goal of performance under this Agreement is the suppression of wildland fire and other emergency incident responses. The Incident Commander may release from an incident assignment any Contractor employee deemed incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy (Exhibit C). It will be left to the discretion of the Incident Commander to demobilize an entire resource or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the CO subsequent to the action. Accordingly, the Contracting Officer may require, in writing, the Contractor remove from use under this Agreement, any employee found incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy. The Contracting Officer may require other proof of mitigation. Misconduct may result in the suspension or cancellation of this Agreement.

(b) If an employee or crew is terminated, quits, or otherwise is released from the incident for any reason, the Contractor is responsible for returning the employee(s) to the point of hire with a departure time from the Incident Command Post (ICP) no later than 12 hours or time specified by a government official following such decision. The Contractor may, at their discretion, provide such transportation, or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from Contractor's payment. If the Contractor does not act in a timely manner (i.e., Contractor's employee(s) not departing from the ICP for return to point of hire within the specified time period), the IMT has authority to transport said employee or arrange for employee's transportation and to deduct all such transportation costs from Contractor's payment.

D.19.1 -- INCIDENT BEHAVIOR.

It is extremely important that inappropriate behavior be recognized and dealt with promptly.

Inappropriate behavior is all forms of harassment including sexual and racial harassment.

HARASSMENT IN ANY FORM WILL NOT BE TOLERATED. Non-prescription and Federally unlawful drugs and alcohol are not permitted at the incident. Possession or use of these

substances will result in the Contractor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the Contractor being released from the incident. Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

D.20 -- PERFORMANCE EVALUATIONS

Performance evaluations will be performed at the incident using the form in Exhibit E. The evaluation will be completed at the incident by the government representative supervising the work. This form is the preferred performance evaluation to be accepted by the Contracting Officer. The evaluators signature shall be legible and printed on the form. If the supervising Government representative is released from the incident prior to the release of the resource, the government representative will complete a performance evaluation prior to demobilization, for work the resource performed under their supervision. The Government representative will review the performance evaluation with the Contractor, record Contractor comments, and obtain Contractor signature acknowledging completion of the evaluation. The Government evaluator will then give a copy of the evaluation form(s) to the Contractor at the incident and submit a copy to the incident Finance Section (for distribution to the Contracting Office and the Host unit incident file).

D.21 -- PAYMENTS

Payments will be made in accordance with D.21.8.

D.21.1 -- [RESERVED]

D.21.2 -- WITHDRAWAL OF RESOURCE(S).

Refer to D.21.8.3(b).

D.21.3 -- REPAIRS.

Repairs shall be made and paid for by the Contractor. The Government may, at its option, elect to

make such repairs when necessary to keep the resource operating. The cost of such repairs will be \$90 per hour, plus parts and will be deducted from payment to the contractor.

D.21.4 -- OPERATING SUPPLIES.

Even though this agreement may specify that all operating supplies are to be furnished by the Contractor, the Government may, at its option, elect to furnish such supplies when necessary to keep the resource operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

D.21.5 -- REMAIN OVERNIGHT ALLOWANCE (RON).

- (a) Contractors under this agreement are not paid per diem or lodging expenses to and from incidents.
- (b) When the Government cannot provide a campsite after the first shift worked, the Government will pay actual lodging expenses or the per diem locality rate published by the U.S. General Services Administration (GSA) web site (www.gsa.gov), whichever is less. Double occupancy of hotel rooms is required. Any associated lodging taxes are reimbursable as documented. Lodging receipts, as well as documentation by incident personnel that a campsite was not provided, shall be submitted as supporting documentation with payment documents.
- (c) Reimbursement for meals and incidental expenses (M&IE) is based on per diem locality rates minus any Government-provided meals. The maximum allowable rates are referenced at www.gsa.gov.
- (d) If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.
- (e) The maximum RON that shall be allowed is based on the number of operators or crewmembers shown on the shift ticket. Payment shall be included as an addition on the OF-286 Emergency Equipment Use Invoice.

D.21.6 -- FOOD & DRINK.

- (a) Contractors are required to provide sufficient food & drink to support their employee(s) while in travel status and the first shift of the incident. This is not reimbursed by the Government.
- (b) After that time, when Government subsistence at incident camps are available, meals for Contractor's operator(s) will be furnished without charge. Government will furnish meals without

cost if restaurant subsistence is the approved camp for incident personnel.

(c) The Government, during demobilization and/or reassignment, may provide sack lunches to the Contractor personnel without charging the Contractor.

D.21.7 -- ORDER CANCELLATION.

Order cancellation/enroute. If the order is cancelled after the resource order has been confirmed, and the resource is enroute, the resource is considered mobilized. Payment will be made by the host agency in accordance with D.21.8.

D.21.8 -- PAYMENTS.

(a) The host agency for each incident is responsible for payments. See Exhibit B for complete agency payment office information.

(b) The time under hire shall start at the time the resource begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in D.21.8.3.

D.21.8.1 -- Rates of Payments. Payment will be at rates specified and, except as provided in D.21.8.3, shall be in accordance with the following:

(a) On-Shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time.

(b) Refer to D.6.2 for price structure and any payment specifics.

D.21.8.1.1 -- The vendor will be paid for travel to and from the incident from the equipment City and State they designated in their offer. Vendor must meet date and time needed.

D.21.8.1.2 -- Driver Hour Limitation. The following Driver Hour limitations, as referenced at D.6.6, shall apply to this agreement:

(a) No driver will drive more than 10 hours (behind the wheel/actual driving time) within any dutyday (operational period, see Exhibit A).

(b) Multiple drivers in a single vehicle may drive up to the duty-day limitation provided no driver exceeds the individual driving time (behind the wheel/actual driving time) limitation of 10 hours.

(c) A driver shall drive only if they have had at least 8 consecutive hours off duty before beginning a shift. An exception to the minimum off-duty hour requirement is allowed when essential to:

- (1) accomplish immediate and critical suppression objectives, or
- (2) address immediate and critical firefighter or public safety issues.
- (d) As stated in the current agency work/rest policy, documentation of mitigation measures used to reduce fatigue is required for personnel who exceed 16 hour work shifts. This is required regardless of whether the driver was still compliant with the 10 hour individual (behind the wheel) driving time limitations.

D.21.8.1.3 -- Payment of Optional Items. If the solicitation includes optional items, payment for optional items will only be made when ordered and documented on the resource order. The use will be recorded on the Emergency Equipment Shift Ticket. Time under hire will begin when the optional item is ready for use by incident personnel. The incident shall have the option to discontinue the use of the optional item at any time during the incident, time under hire ends at D.21.8.2 -- Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for actual units ordered and performed under Daily rates.

D.21.8.3 -- Exceptions.

- (a) No further payment will accrue during any period that resource under hire is not in a safe or operable condition or it is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the resource was operational during the assigned shift, as documented on the shift ticket versus the designated shift, as shown on the Incident Action Plan.
- (b) If the Contractor withdraws resources prior to being released by the Government, no further payment shall accrue and the Contractor shall bear all costs of returning resources to the point of hire.
- (c) After inspection and acceptance for use, resources that become inoperable and cannot be repaired at the site of work by the Contractor or by the Government in accordance with D.18, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph b. above with the exception that the Government shall pay return travel. The Government shall calculate travel in accordance with D.21.8.1.1 based on a normal release of resource. The Contractor shall bear any additional cost returning resource and/or operator(s) to

the point of hire.

(d) No payment will accrue when the contractor is off shift in compliance with the mandatory Work/Rest and Length of Assignment provisions. Refer to D.6.7.

(e) Deductions. Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

(f) Reassignment of resources. Vendors being reassigned to a new incident shall close out the use invoice for payment on the current incident PRIOR to the reassignment. The day of closeout and reassignment shall be paid as a Daily Rate applied to the incident the resource is being reassigned to. Upon final release, travel shall be calculated in accordance with D.21.8.1.1.

D.21.9 -- INVOICING PROCESS.

D.21.9.1 -- The Contractor shall have one copy of the complete Agreement for the assigned incident.

D.21.9.2 -- After each operational period worked, time will be verified and approved by the Government Agent responsible for ordering and/or directing use the resource. Time will be recorded to the nearest quarter hour worked. The Government will verify the Contractors time on an Emergency Equipment Shift Ticket (OF-297) (Exhibit G). The Government and the Contractor representatives will sign the OF-297 verifying the hours worked daily. Each operators name shall be listed on the shift ticket.

D.21.9.3 -- The Finance Unit or designated representative will receive vendors commercial invoices and documents providing itemized breakdown charges. They will validate with shift tickets, review, sign, and submit to the payment center.

D.21.9.4 -- When the resource is released to return to the Designated Dispatch Point (DDP), the Finance Unit will sign commercial invoices and submit them to the payment center.

D.21.9.5 -- The incident will submit a payment package including all signed originals, including a detailed invoice that supports each days activity, and a copy of SF-1449 or OF-294, copy of resource order (ONLY if order is filled outside of ROSS), supporting documentation per the Interagency Incident Business Management Handbook (i.e., repair orders, commissary issues, findings and determinations for claims, and any other documents supporting additions or

deductions to the payment), and transmittal sheet to the designated payment office.

D.22 -- REPLACEMENT OF RESOURCES

(a) At the discretion of the CO for this agreement, this award may be modified to replace resources with an equal or better resource at any time without change to the agreement rates or position on the Dispatch Priority List. Replacement resources shall be inspected and accepted, if required by the solicitation, and approved in advance of use. This replacement modification must be issued and executed through the VIPR program and new resources must appear on the agreement and dispatch priority list prior to being utilized.

(b) Additional resources may not be added to the agreement.

D.23 -- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Provided as a separate attachment